



REQUEST FOR PROPOSALS (RFP)

Redesign and Development of the Carver County Website

(www.co.carver.mn.us)

Issued by Carver County Information Technology

May 9, 2014

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1.0 Introduction

1.1 Overview

Carver County (“the county”), has issued this Request for Proposal (RFP) in order to select and contract with a company (“vendor”) to create a new county website (www.co.carver.mn.us) that is a modern, highly attractive responsive web design.

The county is seeking proposals from highly qualified, experienced website development companies to design, develop and implement its public facing website. The chosen strategic partner must be a firm that has experience in managing website design projects and expertise with best practices regarding successful website redesign, development and deployment, social media integration, search engine optimization, and responsive design and architecture.

This RFP does not obligate the county to award a contract or complete the project and the county reserves the right to cancel the solicitation if it is considered to be in its best interest.

1.2 About Carver County

The county is located approximately 30 miles west of Minneapolis, MN. The county encompasses an area of approximately 357 square miles. It contains 11 cities (Carver, Chanhassen, Chaska, Cologne, Hamburg, Mayer, New Germany, Norwood Young America, Victoria, Waconia and Watertown) and 10 townships. Part of the seven-county Twin Cities Metropolitan Area, the county remains a blend of suburban and rural populations. The western portion of the county is rural and agriculture-based and the eastern side of the county is comprised of rapidly growing suburbs.

The 2013 population estimate for Carver County is 95,562 according to the U.S. Census estimates. The Metropolitan Council's most recent population forecasts estimates the county's population will be 151,720 in 2040.

The county's organizational structure consists of the Board of Commissioners, the County Administrator and 10 Divisions as well as several separate agencies such as the Community Development Agency, Historical Society, Soil and Water Conservation District and Court Administration. The five commissioners as well as the Sheriff and Attorney are elected while the County Administrator is appointed by the board. The county has approximately 650 employees.

1.3 Project Timeline

Project Timeline	
RFP Release Date	May 9, 2014
Written Questions Due	May 19, 2014 by 2:00 p.m.
Response to Vendor Questions	May 23, 2014
Proposal Deadline	June 6, 2014 by 2:00 p.m.
Completion of Proposal Evaluations	June 13, 2014
Presentations by Selected Vendors	June 18-20, 2014
Final Selection	June 23, 2014
Anticipated Website Launch	December 1, 2014

1.4 Carver County Contact Information

This RFP is issued by Carver County, 600 East 4th Street, Chaska, MN 55318. The points of contact for all questions or requests for additional information are:

Technical Inquiry Contact:

Joseph Satre
Carver County, Minnesota
Website Administrator
604 East 4th Street
Chaska, MN 55318
Email: jsatre@co.carver.mn.us

Contracting Contact:

Lisa Wu
Carver County, Minnesota
Manager of Application Services
604 East 4th Street
Chaska, MN 55318
Email: lwu@co.carver.mn.us

All contact with personnel employed by the county except for the contact persons named above with respect to this RFP shall be prohibited. Improper contact may constitute grounds for rejection of your proposal.

1.5 RFP Inquiries

All inquiries regarding this RFP including requests for additional information or clarification and proposed modifications or amendments to the RFP must be submitted in writing in accordance with 1.4 above. All inquiries must be received no later than 2:00 p.m. on May 19, 2014 and must be labeled "Carver County Website Design and Development." Each inquiry must include the inquirer's name, firm, telephone number and email address. Each inquiry should begin by referencing the RFP page number and section to which it relates.

The county will attempt to provide any assistance or additional information of a reasonable nature that may be requested by interested vendors. Telephone calls **will not** be accepted regarding this RFP.

Inquiries received after the May 19th, 2:00 p.m. deadline **will not** be considered. All inquiries received before the deadline will be compiled.

Responses to inquiries will be posted on the county's RFP website, located at

1.5 Terms of Service

The county wishes to engage a vendor for the duration of this project and for any needed on-going maintenance services. Specific deliverables related to the scope of work for this project will be included in the final agreement.

2.0 Goals and Background

2.1 Project Goals

The primary objectives of the county website redesign are as follows:

- 2.1.1 Create a website with an intuitive interface that allows residents, visitors and business partners to complete their tasks quickly and easily regardless of the device they are using.
- 2.1.2 Enhance the experience of residents by providing detailed, straightforward and easy-to-find information online.
- 2.1.3 Maximize website as a vehicle for interactive functions between website visitors and county in the areas of communication, electronic form submission and bill payment services, improving efficiency in these areas.
- 2.1.4 Comply with Section 508 of the Rehabilitation Act in all areas (particularly web accessibility) and follow best practices, voluntary standards and guidelines developed by the World Wide Web Consortium's (W3C) Web Accessibility Initiative (WAI).
- 2.1.5 Promote the use of on-site documents (PDF or Microsoft format) and multimedia through photo, audio, video, surveys, GIS based map applications and iBook or other tablet friendly document format posting methods that encourage user viewing and when appropriate, feedback and interaction.
- 2.1.6 Simplify website administration, allowing users of all skill levels the opportunity and means to update assigned sections of the website.
- 2.1.7 Streamline business operations and reduce the amount of time that IT spends on enhancing and maintaining the site.
- 2.1.8 Build upon proven and accepted website development standards while maintaining flexibility to easily grow and add new functionality for audiences and administrators over time and with minimal cost.
- 2.1.9 Accommodate existing auxiliary county sites to maintain unique look but share infrastructure.

2.2 Goals of the Vendor Partnership

- 2.2.1 Conduct limited research and analysis to inform the development of the new website.
- 2.2.2 Assist in the draft, development and design of wireframes, site map and design templates for a redesign of www.co.carver.mn.us.

- 2.2.3 Provide a content management system (CMS) for the new site to utilize.
- 2.2.4 Create a detailed schedule of implementation to be approved by the county.
- 2.2.5 Provide an itemized budget reflecting each step in the process. Vendors must agree to keep the quoted pricing in their proposals for ninety (90) days following the submission deadline set forth in this RFP.
- 2.2.6 Build and put the new website live, including all content migration (to be completed with the assistance of county staff).

2.3 Target Audience

Audiences served by the county website include or may include:

- 2.3.1 Residents and potential residents of varying backgrounds, reading and language ability
- 2.3.2 Potential county visitors
- 2.3.3 Businesses operating in Carver County and/or businesses looking to relocate to Carver County
- 2.3.4 State/Local government and non-profit agencies that support and compliment county business
- 2.3.5 Elected officials
- 2.3.6 Community members and organizations
- 2.3.7 Local and national media
- 2.3.8 Local school districts and students
- 2.3.9 Land owners and developers (resident and non-resident)

2.4 Current Environment

- 2.4.1 The existing website was launched in 2007 and was a collaborative effort between county staff, Cazarin Interactive (website design) and Revize (content management).
- 2.4.2 The website consists of web pages managed by approximately 20 departmental webmasters and additional content managers utilizing the Revize content management system.
- 2.4.3 Approximately 810 pages are managed through the content management system. We anticipate a significant reduction of the number of pages on the new website and would like vendors to provide best practices for accomplishing this task. Vendors should also provide best practices and suggestions for developing content with plain language standards.
- 2.4.4 The site contains approximately 3,200 documents (MS Word, Excel, PowerPoint and PDF).
- 2.4.5 The site has been developed with Active Server Pages (classic ASP).
- 2.4.6 Located on a physical server running Microsoft OS (Windows Server 2003 SE, Service Pack 2).

3.0 Scope of Work

3.1 Vendor Experience and Development Criteria

Preference will be given to vendors with experience developing local government websites, with special attention given to vendors' breadth of experience, references, years of experience and expertise of staff. Additional development criteria include:

- 3.1.1 The website will be developed through the cooperation of the county and the vendor, and facilitated under the supervision of a dedicated project management professional in the direct employ of the vendor.
- 3.1.2 Vendor will supply a team of development professionals to supplement the development process led by the project manager. This team should include staff members skilled in local government website navigation and architecture, local government website design and support and training of the content management system.
- 3.1.3 Vendor should have a proven development process and flexible timeline structure that favors the availability and time commitment of the county.
- 3.1.4 The proposed content management software must be a proven platform for website development and local government website architecture. Development that is requested and approved by the county should be performed by the vendor utilizing agile software development methodologies that encourage collaboration between the developer and the county.
- 3.1.5 The county prefers a vendor utilizing its own development staff rather than subcontracting pieces of the project development to additional vendors.

3.2 Design Guidelines and Qualifications

The design of the website should be welcoming, attractive and created by a member or members of the vendor's professional design staff. The final version of the design should be a collaborative effort between the county and the vendor, incorporating elements that effectively represent the county's brand and image through a consultative development process. Specific design guidelines include:

- 3.2.1 Website design must be visually appealing, incorporating the county's colors and logo where appropriate.
- 3.2.2 The vendor shall develop an original design for the county and over a period of time during the development of the website, consult with key members of the county's website redesign committee to make revisions and alterations to the vendor's original design submission.
- 3.2.3 Design elements should include photographs and logos that are easily updated by county staff.
- 3.2.4 Website design must remain consistent throughout all pages to maximize usability, except where differentiating between departments or sections of the website as requested by the county.
- 3.2.5 The final version of the website should be easily identified as the official site of the county.
- 3.2.6 Website design and associated elements should comply with Section 508 of the Rehabilitation Act.
- 3.2.7 Ownership of the website design and all content should be transferred to the county upon completion of the project.

3.3 Responsive Design

The vendor is expected to produce a responsive website for the county to meet the needs of users accessing the site on a variety of devices. Vendor must have proven success in previous responsive design projects. The project is expected to include:

- 3.3.1 Clean visual design incorporating the county's logo and branding as identified in 3.2.
- 3.3.2 Responsive site creation that includes, but not limited to:
 - 3.3.2.1 Creation of responsive templates
 - 3.3.2.2 Creation of fluid grids
 - 3.3.2.3 Navigation redesign
 - 3.3.2.4 Taxonomy and site map
 - 3.3.2.5 Image adjustments
- 3.3.3 Provide Search Engine Optimization (SEO) for all pages and SEO adjustments as needed for existing site content. Provide advice on SEO policies for content created in the future after site launch.
- 3.3.4 Consider locations for digital media and graphics.
- 3.3.5 Integrate Twitter and Facebook feeds and other social tools, including the ability to comment on specific pages and/or events through social media as well as the ability to cross-post content from the CMS to the county's social networking accounts.
- 3.3.6 Insure that pages load on an average of 1.5 seconds or less.
- 3.3.7 Create new tools, if needed, within the CMS editor to all county staff to create and add new pages easily.
- 3.3.8 Provide an internal site search. Must be contained exclusively within the county's site and not outsourced to an external page hosted by a search provider such as Google.

3.4 Website Content Management System Features

The vendor's proposed content management system (CMS) should be a web-based application that provides the core of the entire development process, being both the platform for development and the tool by which system administrators and contributors can update the new website. The CMS may feature plug-in applications or modules that enhance the functionality of the website, though core features should center around ease-of-use, flexibility and, for ongoing stability, an established information architecture and hosting environment.

The CMS must allow non-technical content contributors the following abilities:

- 3.4.1 A way to add, edit and move content directly on an assigned webpage without the need to utilize or be trained on a back-end administrative system (i.e. HTML).
- 3.4.2 Quick and easy access to add and update calendar listings, with editing methods available through a direct, front-end interface or a robust back-end interface.

- 3.4.3 Content publishers should be able to add and update menu items if assigned the appropriate permission level.
- 3.4.4 The CMS should automatically create and update a sitemap and on-page breadcrumbs when content is added, edited or removed from the site.
- 3.4.5 Content publishers should have the ability to assign multiple content records to a single link, allowing for rotating content.
- 3.4.6 The CMS must have a rich text editor for content additions and updates that, while allowing flexibility for higher-end content contributors, is simple and straightforward, giving basic content contributors a basic set of fewer options to alter established site styles.
- 3.4.7 Content publishers must have the option to use pre-created page templates to assist in the formatting and development of new content.
- 3.4.8 Content publishers must have the option to share templates with and use templates from a wider community pool which shares consistent page development.
- 3.4.9 Users who wish to add simple links – either internal or external – should be provided with an option to do so through an automatic hyperlinking option.
- 3.4.10 Content added to the site, whether as part of page content or additions to plug-in applications or modular elements shall feature delayed posting and automatic expiration abilities.
- 3.4.11 Notification of expiration of site content shall be received by content owners through notifications available via the CMS, including a dashboard administrative display and e-mail notifications. The dashboard should also detail the dates for when specific content was last updated and allow for notifications when certain time periods are reached.
- 3.4.12 All published content on the website shall be automatically archived and retrievable at any time.
- 3.4.13 Content publishers must have the ability to preview changes prior to publishing on the site.
- 3.4.14 The administrative portion of the CMS shall be accessible for all content contributors and feature a customizable interface that displays critical shortcuts, on-site items that require attention, recent activity logs and an internal messaging system that displays administrative messages and updated information.
- 3.4.15 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums.
- 3.4.16 Trained content creators of the CMS shall have access to live support via e-mail or phone during vendor's normal business hours.

The system shall also include the following features for use by administrative users:

- 3.4.17 Administrators shall have the ability to add, edit, update and move menu items, affecting overall site structure and organization.
- 3.4.18 A report detailing all changes and activity taking place on the website through content contributors and administrators, which can be filtered by start and end dates, times, by content type and by action taken, and

exportable.

- 3.4.19 A separate history report detailing user login history, including the user type, the date and time of the attempted login, the IP address of the user and whether or not the login attempt was successful.
- 3.4.20 Administrators shall have the ability to create content categories within CMS applications and modules and edit the parameters for categories.
- 3.4.21 Creation of user-friendly URLs
- 3.4.22 Administration of on-site banners and graphics, with the ability to add new banners and on-site graphical elements and assign those elements to specified areas of the site
- 3.4.23 Access to site search statistics, including the ability to filter searched terms by date and time, which can also be exported.
- 3.4.24 The ability to manage administrative access to the site through a permission system that defines in-system rights and workflows including content approval for both general content and modular applications that are included as a part of the CMS.
- 3.4.25 The permission system shall be divisible into both user administration and group administration, allowing permission levels to be attributed to groups to which users can be added.
- 3.4.26 Designated administrators shall have access to live support for emergencies. Please specify whether you offer 24/7 or other timeframes for emergency support.

3.5 System Administration

- 3.5.1 Ability to convert documents to PDFs via an included PDF conversion tool.
- 3.5.2 Included spell-check functionality.
- 3.5.3 An administrative center for reviewing, filtering and exporting overall website statistics, including the ability to view statistics by page or section and presenting the information in a graphical representation.
- 3.5.4 An administrative center for reviewing quality assurance, including detailing broken links on the website, including the referring page location so that links can be corrected.
- 3.5.5 A password protected area of the website, available only to those users approved to access secure content.
- 3.5.6 An infinite page structure system that allows the addition of an unlimited number of pages by the county.
- 3.5.7 An infinite menu level system that allows the addition of an unlimited number of menu levels by the county.
- 3.5.8 A dynamic menu structure, with the ability to easily add, edit, move and delete menu items in multiple structural areas of the site.
- 3.5.9 If necessary, one or more SSL certificates to encrypt data contained in site transmissions.

3.6 System Functionality

- 3.6.1 An on-site document storage application with unlimited levels of folders, providing centralized storage of any type of file.
- 3.6.2 E-newsletter tool functionality.

- 3.6.3 A FAQ application that allows an unlimited number of FAQ categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category.
- 3.6.4 A document archive for specified categories of documents with built-in filtering abilities and search capabilities.
- 3.6.5 An event calendar application that allows an unlimited number of calendar categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category. The following features should also be available:
 - 3.6.5.1 Capability to set up calendar events as single or recurring events, with options for daily, weekly, monthly or annual recurrences.
 - 3.6.5.2 Calendar events shall provide space for full descriptions including the ability to post images, tables and video within the description.
 - 3.6.5.3 The site visitor shall be able to view calendars by a list of events, a week view or a month view.
 - 3.6.5.4 Calendars shall be filterable by category, a start date and an end date, with the ability to search for keywords.
 - 3.6.5.5 Ability for site visitors to subscribe to updates from individual calendar categories through e-mail (HTML or plain-text) or SMS text messages.
- 3.6.6 Easily visible and changeable emergency alert notifications that link to critical on-site information.
- 3.6.7 An online form development tool for the county to develop interactive forms:
 - 3.6.7.1 Ability to have unlimited categories of forms, with an unlimited number of forms in each category.
 - 3.6.7.2 Ability for citizens to complete and submit forms electronically.
 - 3.6.7.3 Method by which form data is stored in a database and can be exported in a usable format from the CMS.
 - 3.6.7.4 Capability to merge forms with other applications of the CMS.
 - 3.6.7.5 Ability to customize forms for other applications of the CMS and tie directly into those tools.
 - 3.6.7.6 Ability to customize forms to accept and process payments through integrated e-commerce functionality with or without the need to connect to a third-party software source.
 - 3.7.6.7 Ability to import items from forms available via third party sources (state agencies) and replicate on county forms.
- 3.6.8 A staff directory with unlimited levels of divisions, departments and groups, with options for expanded staff biographies and images; e-mail addresses associated with directory listings shall be automatically obscured from automated methods e-mail collection.
- 3.6.9 Image management tools for the addition of images to on-site content through web pages and modular elements associated with the CMS.
 - 3.6.9.1 Image editing abilities on uploaded images, including the ability to change opacity, resize images dynamically based on width and height, ability to constrain proportions, flip images, rotate

- images, crop images, restore images and save altered images as a thumbnail or alteration of the original upload or to replace the original upload with the altered image.
- 3.6.9.2 Capacity to upload multiple images at one time and associate images with specific pages; the maximum file size should be no less than two (2) megabytes.
- 3.6.9.3 Ability to preview images prior to association with on-site content.
- 3.6.9.4 Ability to alter image properties, including image width, image height, capability to associate or disassociate width and height, border color, border width, image alignment, margins and application of CSS classes from overall website styles.
- 3.6.9.5 Full accessibility options provided in an easy-to-use interface that promotes all image-based aspects relating to Section 508 of the Rehabilitation Act, including specification of alternate text and long descriptions.
- 3.6.10 Ability to tag any content and search, sort or view based on those tags.
- 3.6.11 Ability to search web content as well as the contents of files.
- 3.6.12 Ability to search by keyword to take you to a specific page.
- 3.6.13 Active directory integration for authentication.
- 3.6.14 Image mapping tools to create clickable maps or images with multiple hyperlinked points
- 3.6.15 The capability to view the HTML code of any individual page and directly alter the code as necessary.
- 3.6.16 Creation of slideshows using multiple images and common tools found in the image management portion of the website CMS. This includes the ability to alter the order, speed, transition type, duration and layout of on-site slideshows.
- 3.6.17 Accessibility software embedded in the website that offers users access to larger fonts and audible content.
- 3.6.18 Easy embedding of audio, video, media and social-networking applications with associated embed codes.
- 3.6.19 Ability to integrate with the county's GIS mapping applications.
- 3.6.20 Ability to integrate with existing 3rd party applications (NeoGov, TriMin LandShark, Hyland OnBase).
- 3.6.21 Organization of the site content will be functional and user-centered for ease of use by citizens and business.
- 3.6.22 A-Z Guide and Department/Division pages for navigating the site will be available, but as a secondary option; primary site organization will be citizen centric and function based.
- 3.6.23 Language translations will be available (at a minimum, Spanish translation will be available and preferred options include Somali, Hmong, Russian and Swahili)
- 3.6.24 Secure access for employees to work remotely and/or update the site through the use of a mobile device.
- 3.6.25 Capability for citizens to contact county staff through the use of a "contact us" form on the site for each division and department.
- 3.6.26 Capability for citizens to easily register for events, classes and/or make appointments on the website. Registration for appointments must be secure so that registrant information is not publicly available. Ability to pay online for events that have a cost associated with them.

- 3.6.27 Capability for citizens to apply for permits and the ability to electronically track the different stages of the application process. Ability to integrate this process with the CRM managed processes already in place.

3.7 Technology/Platform Requirements

- 3.7.1 The county hosts the existing website internally but sees value in a hosted model and outsourcing infrastructure provided high availability is a component of the vendor's design. Explain your firm's recommendations for hosting solutions to keep page load times at acceptable rates for users.
- 3.7.2 The county is looking to have the vendor recommend a content management system. We do not have a preferred platform; a Microsoft Windows or LAMP (Linux, Apache, MySQL, PHP) based platform is acceptable provided it meets the requirements we are seeking in this RFP.
- 3.7.2.1 Explain your firm's experience utilizing recommended CMS in designing responsive websites.
- 3.7.3 The county has an Enterprise Agreement with Microsoft and heavily utilizes SharePoint and Dynamics CRM internally. Identify how your firm's solution is able to leverage these technologies.
- 3.7.4 Explain your firm's experience with other programming capabilities that would be useful in developing websites.
- 3.7.5 The county is looking for the new website to support mobile and desktop versions of Safari, Chrome and Mozilla Firefox. The site should also support Internet Explorer 9 and newer.
- 3.7.6 The county will allow the vendor to use third-party plugins where appropriate as potential solutions for a requirement.
- 3.7.7 Preference will be given to vendors that split website management between web servers and SQL database servers in order to optimize load time and efficiency in the hosting environment.
- 3.7.8 The county prefers that ownership of any source code developed as a part of this project will become property of the county upon completion of the project.

3.8 Maintenance and Support

The vendor's CMS, including all features and modular applications associated with the CMS, must have qualified and available support included as a part of ongoing services to maintain the CMS, using guidelines, structures and materials meeting the following criteria:

- 3.8.1 The vendor shall provide access to live support available via e-mail or phone during vendor's normal business hours.
- 3.8.2 The support team must be fluent in the functionality and uses of both the content management system's features and associate applications and modules.
- 3.8.3 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional

videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums.

- 3.8.4 An online repository of training videos for the purposes of fully training new staff members or retraining existing staff members.
- 3.8.5 In all submitted proposals, vendors shall be able to produce a Service Level Agreement that details guarantees of customer support as well as a service escalation process.

While website content updates are managed by the county through the CMS, vendor must commit to regular maintenance and updating of the CMS and associated applications for the purposes of keeping the existing software up-to-date as well as introducing new functionality and applications. Vendor shall commit to:

- 3.8.6 Rolling upgrades of the solution that strengthen and update the CMS's functionality and associated applications.
- 3.8.7 Regular maintenance of the CMS to improve existing functionality and, when appropriate, take the county's requests into consideration.
- 3.8.8 An internal process dedicated to reviewing new technologies and implementing development projects in order to provide a more robust CMS with additional features and applications.
- 3.8.9 In all submitted proposals, vendors shall be able to produce a Service Level Agreement that details guarantees of upgrades and the dedicated process for improving the software purchased by the county.

3.9 Mobile Applications

The inclusion of mobile applications with the website solution is not a requirement that the county is including in this RFP. However, the county is interested in any mobile solutions that your firm has successfully engineered and deployed for projects of a similar scope. Such mobile applications may include the following.

- 3.9.1 General county information and an A-Z directory of services and/or county facilities, including parks and lake information.
- 3.9.2 Crime alerts.
- 3.9.3 Citizen request tool that allows users to log complaints or requests and interact with the county in order to resolve requests.
- 3.9.4 Registration for classes and/or events, with the ability for citizens to pay for registration via credit card.

3.10 Example Sites

Below are websites that the county's Website Redesign Committee has identified as having favorable features that the vendor may be interested in utilizing as examples when redesigning the county website.

- 3.10.1 Washington County | www.co.washington.mn.us

- 3.10.1.1 The committee likes the customer oriented nature of the site, with the "How Do I..." navigation at the top.

- 3.10.1.2 Another feature is the prominence and easy accessibility to high traffic areas such as employment and county maps without the need to navigate the menu.
- 3.10.1.3 Secondary menu with the ability to navigate through departments if desired.

3.10.2 Hennepin County | www.co.hennepin.mn.us

- 3.10.2.1 Simplified design and search driven focus of the site, including the ability for the search to offer suggestions based on text that has been entered.
- 3.10.2.2 Online scheduling functionality.

3.10.3 Anoka County | www.co.anoka.mn.us

- 3.10.3.1 Integration of prominent search feature on the home page and customer oriented navigation.
- 3.10.3.2 Very clear icons and ease of navigation.
- 3.10.3.3 FAQ sections and how information is handled (accordion style).

3.10.4 Stearns County | www.co.stearns.mn.us

- 3.10.4.1 The central module on the home page displays 5-6 recent news items and upcoming events without taking up much space, utilizing descriptive links instead of text.
- 3.10.4.2 The picture header above the central module rotates seasonally appropriate pictures and features relevant announcements.
- 3.10.4.3 Another feature of this site is the contact us form, which allows a citizen to ask a general question and select the area to which it is most appropriate.

3.10.5 Common features of these sites:

- 3.10.5.1 Home page that is less cluttered and has fewer links and menus of links. Wider area for content than the current county site.
- 3.10.5.2 Intuitive and customer oriented navigation structure.
- 3.10.5.3 Robust site search feature that is completely contained within the site and does not refer the user to external pages.
- 3.10.5.4 Horizontal navigation and logo utilize less space than the current county site.

3.11 Additional Options

Although the county has these specific requirements, it is also interested in your ideas for the approach of redesigning the style of the county's website. We encourage respondents to consider and propose alternative solutions and

recommendations. We are particularly interested in specific web functionality that your company may have already developed and deployed in other county or city settings.

4.0 Evaluation of Proposals

4.1 Evaluation of Submitted Proposals

The county intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. All proposals that are properly submitted will be evaluated using the evaluation criteria listed below. All proposals that are properly submitted will be evaluated by the Evaluation Committee that will make recommendations for the award.

4.2 Evaluation Criteria

This set of criteria will be used to evaluate each vendor's proposal. A contract will be awarded to the vendor that best satisfies the overall requirements of the RFP. Each proposal will be evaluated based on the level of creativity, differentiation and measurability.

- 4.2.1 Technical (25%)
- 4.2.2 Client List and References (10%)
- 4.2.3 Experience and Capacity (15%)
- 4.2.4 Proposed Strategy (35%)
- 4.2.5 Pricing (15%)

4.3 Evaluation

Proposals will be distributed to the members of the Evaluation Committee for evaluation utilizing the criteria set forth above.

4.4 Interviews and Demonstrations

Following the evaluation of submissions, no less than two of the highest scoring vendors will be invited to a day-long demonstration and interview with the Evaluation Committee at the Carver County Government Center. The county may contact a vendor to clarify a substantive question, so as to ensure full understanding of the submission in advance of the interview process.

4.5 Recommendation for Award

After the interviews have been conducted, the Evaluation Committee shall recommend to the IT Director the Successful Vendor, based on the outcome of the interview process. The IT Director reserves the right to make an award, not to make an award or to cancel this RFP either before or after the date of the RFP response deadline.

4.6 Contract Discussions

Upon approval by the IT Director, the county shall enter into contract discussions with the Successful Vendor. If the terms and conditions of a contract cannot be successfully established within a reasonable amount of time (as determined by the county), then contract discussions will be terminated and contract discussions with the next highest ranking Vendor will commence. Negotiations shall continue at the sole option of the county until a contract is signed and approved by the Board of Commissioners or all proposals are rejected and the RFP is withdrawn.

4.7 Notice of Award

All vendors submitting a response to this RFP will be notified in writing of the award of a contract if and when an award is made. If no award is made, all vendors will be notified accordingly. For the purposes of this RFP, an award shall be deemed to have been made upon the completion of contract negotiations.

5.0 Vendor Qualifications and Obligations

All questions contained in this RFP must be answered. Failure by a vendor to answer all questions may result in the proposal being rejected.

5.1 Documents to Be Submitted

Vendor must submit the following information to be considered (include the corresponding item number with each response):

5.1.1 Executive Summary

5.1.1.1

Summarize on one page or less the key products and services you are proposing. Explain which RFP requirements these products are intended to meet and the benefits to the county if we use these products and services.

5.1.2 Corporate Profile

5.1.2.1

Provide a brief overview of your firm's history and philosophy.

5.1.2.2

State the year the vendor started in the business of selling CMS solutions and web design services.

5.1.2.3

Where is the vendor's closest facility/sales office in relation to Chaska, MN?

5.1.2.4

Where is the vendor company's headquarters located?

5.1.2.5

Describe how your company's office location will inhibit or enhance your ability to successfully complete the county's website redesign project and the

solutions to any location obstacles.
5.1.2.6 Provide the total number of vendor's employees and the number of employees in web design.
5.1.2.7 List the vendor's sales in the previous four years (2010-2013).
5.1.2.8 Specify the number of public sector vs. private sector clients.
5.1.2.9 Indicate whether the business is a parent or subsidiary.
5.1.2.10 What percentage of revenues does this offered product represent to your company versus other products and/or services?
5.1.2.11 Indicate if the company incurred an annual operating loss in the last 5 years.
5.1.2.12 Has the company had a workforce reduction during the past 5 years?
5.1.2.13 During the week of June 16 th can the vendor commit to being available for an on-site demonstration?

5.1.3 Vendor System Information

5.1.3.1 List the minimum required hardware and software configuration the county will need to support your solution in our environment. Include this information and any associate diagrams as Attachment A in your response. If recommending a hosted solution, describe your hardware and software configuration as Attachment A.
5.1.3.2 Describe the architecture, languages and tools used to develop your proposed solution.
5.1.3.3 Provide details on the licensing requirements such as enterprise, site or limited number of users and a copy of software license agreements as Attachment B in your response.

5.1.4 Services and Implementation

5.1.4.1 Provide an in-depth list of your firm's capabilities.
5.1.4.2 Explain your firm's experience in developing responsive websites.
5.1.4.3 Describe your organization's experience with implementing multi-lingual websites.
5.1.4.4 What uniquely distinguishes your offering from your competitors?

5.1.4.5
Describe your experience in implementing public sector market solutions.
5.1.4.6
Describe your implementation approach, project management tools and methodologies for the proposed solution.
5.1.4.7
Submit a detailed implementation plan which will address requirements, customizations, content migration, implementation schedule, delivery milestones and responsibilities for each party as Attachment C in your response.

5.1.5 Client Examples

5.1.5.1
Cite three examples of responsive websites your firm has developed. Clearly explain the design objectives, the outcome and whether your firm managed the entire site or specific modules or applications within the site. Reference only websites designed by a current staff member.
5.1.5.2
Three client references should be included in your proposal, including a current contact name, organization name, phone number and email.

5.1.6 Project Team

5.1.6.1
The success of the design and implementation depends on several factors including experienced project management, a planned approach and coordination of content population. The selected vendor must provide an experienced project manager to lead the implementation process.
5.1.6.2
Define the process, project management and team structure that would execute this type of solution.
5.1.6.3
Define the interim project reviews you will utilize to gain team, management and key stakeholder buy-in and approval to move to the next phase of the project.
5.1.6.4
Define and describe the team members that would execute a project for the county. Identify their experience, roles and length of time with your organization. Specify the primary point of contact.
5.1.6.5
How does your company manage or mitigate client changes throughout the life of a project?

5.1.7 Documentation

5.1.7.1
Provide a list of the technical documentation the vendor will provide prior to the conclusion of the project.

5.1.7.2 How often is documentation updated?
5.1.7.3 Is online assistance available with your system?

5.1.8 Training

5.1.8.1 Describe the training that accompanies the system implementation.
5.1.8.2 What types of training materials are provided?
5.1.8.3 Do you offer on-site training?
5.1.8.4 Do you have a training facility in the Minneapolis/St. Paul, MN area? If not, where is your closest training facility?
5.1.8.5 Do you offer train-the-trainer classes?
5.1.8.6 Describe your training staff's qualifications and experience.

5.1.9 Software Support and Maintenance

5.1.9.1 Describe the software support/maintenance programs available.
5.1.9.2 Does the maintenance program include all future software upgrades?
5.1.9.3 Do you have a 24/7 help desk? If not, what are your help desk hours? Where is it located? Is it staffed by your own employees or is it a third-party facility? Briefly discuss technical support staffing numbers, staff experience, etc.
5.1.9.4 Describe your service call escalation policy.
5.1.9.5 Do you offer on-site support?
5.1.9.6 What are recommended client staffing requirements for ongoing support of the proposed solution? Discuss in terms of full-time equivalents (FTEs).

5.1.10 Warranty

The county requires that a warranty be included with the proposed solution.

5.1.10.1 Describe the warranty offered with your proposed solution.
5.1.10.2 Do the same support commitments apply during the warranty period as during the maintenance contract period?

5.1.11 Costs

The county prefers a firm quote on the full website redesign. Given that statement, we also want to insure a competitive bid from each potential vendor. If your firm prefers to provide a firm quotation covering only certain phases of this type of project, insure that each phase is fully and clearly described and is denoted as a firm or budgetary quotation. At minimum, it is required that each vendor provides a budgetary proposal for the full scope of the work described in this RFP.

Provide detailed pricing information for the proposed solution. Include list prices and discounted prices. Only include licenses as required for the different roles of users (administrator, view only, etc.). Break pricing down by project phases if appropriate.

Services and Support Costs

5.1.11.1 Implementation of Web Site Design
5.1.11.2 Implementation Services
5.1.11.3 Training Services
5.1.11.4 Software Support and Maintenance
5.1.11.5 Hourly billing rates for each job classification that will or could be utilized during the project and/or post "go-live".
5.1.11.6 Other Services and Costs (Specify)

Ongoing Costs

5.1.11.7 Annual License Fee
5.1.11.8 Annual Hosting Fee, if your proposed solution includes a hosted option.
5.1.11.9 Hourly Rates for custom development
5.1.11.10 Other ongoing costs

Optional Costs

5.1.11.1 Provide a brief description and cost associated with options provided under Section 3.11.

5.1.12 Additional Information

5.1.12.1 Identify services that will be completed by subcontractors to you, the vendor.
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We want to be able to determine what percent of the work will be completed by your employees versus by contractors. The county reserves the right to approve any subcontractors placed on this project.
5.1.12.2 Provide a general response relating to your organization's ability to satisfy the goals stated in Section 2.1.
5.1.12.3 Provide a "Yes" or "No" response to each of the requirements listed in sections 3.3 (Responsive Design), 3.4 (Content Management System), 3.5 (System Administration), and 3.6 (System Functionality).

5.2 Pending Litigation

Vendors must list and summarize all pending or threatened litigation, administrative or regulatory proceedings or similar matters. The Successful Vendor shall have a continuing obligation to disclose any such actions during the period of this RFP process and any contract resulting from this RFP.

6.0 Submission Format and Delivery Requirements

6.1 Proposal Response Delivery

The vendor's original proposal plus three (3) hard copies and one (1) electronic copy (CD or USB/flash drive) of the proposal must be placed in a sealed envelope. All proposals must be labeled as follows:

"Carver County Website Redesign and Development"

From: (Name of Vendor)

Addressed to: Carver County
Attention: Joseph Satre, Information Technology
604 East 4th Street
Chaska, MN 55318

Faxed or emailed proposals **will not** be accepted. Received proposals must be entered on the log sheet in ink by the vendor (if hand delivering) or county staff when the package is received.

6.2 Date and Hour of Submission

Response must be received on or before June 6, 2014 at 2:00 p.m. Any proposal that has not been received at the above address by 2:00 p.m. on June 6, 2014 shall be disqualified from further consideration.

6.3 Acceptance or Rejection of Submissions

The county reserves the right to reject any or all proposals, to waive technicalities

or irregularities and to accept any proposal it determines to be in the county's best interest. The acceptance of any proposal submission shall not in any way cause the county to incur any liability or obligation to vendor, financial or otherwise. The county may cancel the RFP in whole or part without making any award at its sole discretion, without any liability being incurred by the county to any vendor for any expense, cost, loss or damage incurred or suffered by the vendor as a result of such withdrawal.

6.4 Costs for Document Development

Costs for developing the response to this RFP are entirely the responsibility of the proposing party and shall not be chargeable in any manner to the county. All Vendors agree to provide all such additional information as, and when, requested at their own expense. No vendor in supplying such information shall be allowed to change the pricing or other cost quotations originally submitted.

6.5 Proposal Validity

A proposal submitted in response to this RFP is irrevocable for 90 days from the date of submission. The county reserves the right to withdraw a bid acceptance at any time if in the opinion of the county the vendor is unwilling or unable to enter into a form of contract satisfactory to the county. Acceptance will be defined as the county selecting you as our provider of service for the intent of negotiating a contract for services.

6.6 Contract Evaluation and Award

The county reserves the right to execute any of the following options:

- Issue no contract award for any of the services described within this RFP.
- Award all services to one vendor.
- Issue contract awards for any combination of services and vendor, either all of part of the business as the county sees fit.
- The county is not obligated to accept the lowest price or most technologically advanced proposal.

The county has no obligation to reveal the basis for contract award or to provide any information to vendors relative to the evaluation or decision-making process. All participating vendors will be notified promptly of bid acceptance or rejection.

6.7 Contract Negotiation and Execution

It is the intent of the county that after the successful vendor has been selected, the county and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the county shall not be contractually bound to any bidder prior to the execution of such written contractual agreement. The contents of the bid submitted shall become part of the contractual obligation and incorporated by reference into the ensuing contract. The contract with a successful vendor will include penalties for

nonperformance and failure to meet the proposal implementation schedule.

Contract execution is contingent upon approval by the county's Board of Commissioners.

6.8 Proposal Submission Certification

By submitting a proposal, vendor certifies that he or she has carefully examined all the documents for the project and has carefully and thoroughly reviewed this RFP, and understands the nature and scope of the work to be done and the terms and conditions thereof. The vendor further agrees that the performance time specified is a reasonable time.

6.9 Insurance Requirements

The acceptance of a bid proposal is contingent on vendor providing satisfactory proof that the vendor has adequate insurance coverage. It is in the county's sole discretion the amount of insurance coverage required for the period of work under this contract.

Attachment 1: Professional Service Agreement

For bidder reference, this is the professional service agreement that Carver County utilizes for agreements of this nature.

CARVER COUNTY INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICE AGREEMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through _____ (Division), (ADDRESS), (hereafter “County”) and _____ (ADDRESS) (hereafter “Contractor”).

RECITALS

WHEREAS, the County, wishes to purchase the services of Contractor for _____; and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

This contract shall be in effect from the date of execution by all parties, or from commencement of services hereunder, whichever is first, and shall continue in effect until _____.

The cost of this Agreement shall not exceed \$_____.

2. SERVICES TO BE PROVIDED AS PER ATTACHED EXHIBIT(S)

Services shall be provided in accordance with the criteria set forth in the attached Exhibit(s):

[list exhibits]

The Contractor guarantees all data, services and material supplied conform to the County’s specifications and against inferiority as to specification, such guarantee shall be unconditional.

3. PAYMENT FOR SERVICES

Payment for services shall be made directly to the Contractor after completion of services upon the presentation of a claim in the manner provided by law for payment of claims against counties.

If payment under this Agreement is dependent upon the availability of federal, state, county or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of the County.

In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Time is an essential element of this Contract. If the Contractor fails for any reason, excepting delays caused by uncontrollable circumstances to complete installation of all items before the Contract completion date as set forth in Section 2, it is hereby agreed that the County shall have the right to deduct liquidated damages from any money or monies due or coming due to the Contractor. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional cost and inconvenience incurred by the County.

Contractor certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of services and, if the services are being purchased from another public agency, the cost reasonably assignable to such services.

For final payment, Contractor shall comply with all requirements contained in Minnesota Statute. §290.92 regarding the withholding of taxes and wages. Contractor shall submit documentation of compliance with its claim for final payment. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement (Form IC-134). Contractor is not entitled to final payment until such documentation is submitted.

Pursuant to Minnesota Statute § 471.425 the Contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

4. BONDS

If required and contemporaneous with the execution of this Agreement, Contractor agrees to provide payment and performance bond for the County pursuant to Minnesota Statute §§375.21 & 574.26 and in equal to or greater than the Contract amount. Said bonds shall guarantee the faithful performance of all obligations required of Contractor under terms of this Contract, including payment of labor and material.

5. INDEPENDENT CONTRACTOR

- A. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- B. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.
- C. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.
- D. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.

6. INDEMNIFICATION AND INSURANCE

Any and all claims that arise or may arise against the Contractor, its agents, servants or employees as a consequence of any act or omission on the part of the Contractor or its agents, servants or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. The Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, consequential damages, expenses, claims or action including attorney fees which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's acts, omission, performance or failure to adequately perform its obligations pursuant to this contract.

Notwithstanding any language contained herein to the contrary, Contractor warrants that the software which is the subject of this Agreement does not infringe upon or violate any patent, copyright, trade secret, contract right, or any other proprietary right of any third party, within the United States. If there is a claim by any third party against County, County will promptly notify Contractor, and Contractor will defend and indemnify

County against any loss, cost (including reasonable attorneys' fees) expense or liability arising out of such claim, regardless of the success of the claim. Contractor shall use its best efforts to promptly purchase for County the infringing software or procure for County a license at no cost to County, to allow County to continue using tile software or shall modify the software to make it noninfringing. Should Contractor be unable to obtain for County software ownership, a license, or the equivalent, Contractor shall pay County the loss in value of the software. Contractor's obligation to indemnify County is contingent upon tile County giving prompt notice to Contractor of any claims, permitting Contractor to defend, compromise, or settle any claim and cooperating with the defense of any such claims.

It is understood and agreed that the County's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:

A. Commercial General Liability Insurance Policy the following minimum limits:

\$3,000,000 Aggregate
\$3,000,000 Products and Completed Operations Aggregate
\$1,500,000 Personal Injury and Advertising Injury
\$1,500,000 Each Occurrence
\$ 100,000 Fire Damage Limit
\$ 5,000 Medical Expense

The policy should be written on an "occurrence" basis and not a "claims-made" basis.

B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.

C. Professional Liability Insurance (when required) the following minimum limits apply:

\$3,000,000 Aggregate
\$1,500,000 per claim

D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.

E. Worker's Compensation Insurance.

F. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the County with an original Certificate of Insurance listing the County as an "Additional Insured" in all coverage areas including Excess Umbrella Liability or Excess Umbrella follows form language except Worker's Compensation and Professional Liability.

7. DATA PRIVACY/DATA OWNERSHIP

A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13. The person responsible for release of all data under this Agreement shall be the Division Director of the County employee identified in provision 10.

B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)

If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

C. Release.

No data may be released by the Contractor to a third party without the express consent of the County's representative as indicated below – this includes any media relations.

D. Ownership.

Ownership of all data prepared for or by the County whether having commercial value or not shall remain with the County. Any reports, studies, photographs, negatives or other documents or any other form of data prepares by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the County, and all such material or data shall be remitted to the County by the Contractor upon completion, termination or cancellation of this contract. The Contractor shall not use, allow, or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the County.

8. RECORDS: AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

9. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.
- B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

10. DEFAULT AND CANCELLATION

- A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused by the County, the County may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.
- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.
- C. Unless Contractor's default is excused under the terms of this Contract the County may recover from Contractor such damages as it may sustained by reason of additional administrative costs, expenses of re-awarding the contract and other damages sustained by the County by reason of delay, price changes, loss of other contracts, loss of income, inability of the County to fulfill other contracts, loss of other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Contractor.
- D. Representatives for each of the parties to this Agreement are as listed below:

Contractor

Name
Address
Phone
E-mail

County/Division

Name
Address
Phone
E-mail

- E. The County and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

SUBCONTRACTING AND ASSIGNMENT

- A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the

County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all Subcontractors. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor with the general terms of this Contract.

- B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

11. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

12. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the County, the Contractor shall provide copies of any licenses and/or training records for contractor and/or contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

13. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

- A. Nonwaiver.
Nothing in this Agreement shall constitute a waiver by the County of any statute of limitations or exceptions on liability. If the County does not enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- B. Severability.
If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire

Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

C. **Applicable Laws.**

The Laws of the State of Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

14. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15. THIRD PARTIES

This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary.

16. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

17. PREVAILING WAGE

Employees, laborers subcontractors of the Contractor pursuant to this Agreement working or receiving employment and training services for which financial assistance, including grants, loans and tax abatement to a person engaged in manufacturing or sale of goods and services as defined by Minnesota Statue § 116J.871, subdivision 1(c) and is provided by the State of Minnesota shall be paid the prevailing wage as defined by Minnesota Statue § 177.42, subdivision 6.

Contractor, having signed this Agreement, and the Carver County Board of Commissioners having duly approved such on the ____ day of _____, 20__ and pursuant to the proper County and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

COUNTY OF CARVER
STATE OF MINNESOTA

Contractor/Date

Chairperson, County Board/Date

County Administrator/Date